

## STATE OF IDAHO MODEL

### Flextime and Flexplace (Telecommuting) Policy and Guidelines

Model Policy 2001- \_\_\_\_\_

#### **PURPOSE:**

The Department of \_\_\_\_\_ provides flexible work arrangements at the discretion of the Director, to enable staff and management to serve customers well, meet departmental goals, and balance personal and professional responsibilities.

Flexibility in the workplace can provide a way to manage people, time, space, and workload more effectively, efficiently, and responsively. It can also help decrease facility overhead costs and new hire relocation costs, improve ability to recruit and retain valuable employees, and extend hours of customer service.

#### **OVERALL POLICY AND GUIDELINES**

In establishing any flexible work schedule, units should apply these guidelines. Employees requesting Flexplace (telecommuting) arrangements should complete the enclosed checklist Developing a Proposal for a Flexplace (Telecommuting) Agreement before entering into detailed discussions with supervisors. Units must develop a formal written agreement based on the enclosed Department Model Flexplace (Telecommuting) Agreement.

The Flexplace option is a job assignment; not a benefit of employment and no employee is entitled to telecommute simply by virtue of his or her employment with the state.

Costs associated with Flexplace will be covered based on available Department budget and any special circumstances related to the telecommuting option. Reimbursement and/or cost coverage is negotiated on a case-by-case basis.

Employees may not compromise the confidentiality or security of Department information due to telecommuting, remote computer access, etc. Unauthorized disclosure, perusal, or altering of information by an employee is a serious violation of Department policy, and may be cause for disciplinary action. Accidental breaches of confidentiality while telecommuting may be cause to terminate the Flexplace arrangement.

All flexible work arrangements must conform to the overtime, record keeping, and provisions of the Fair Labor Standards Act and the Idaho State Labor Law for staff covered by those provisions. Final approval for flexible work arrangements is at the discretion of the Department Director.

Implementation of flexible work schedules must be consistent with the need for administrative offices to remain open to the public from 8:00 AM to 5:00 PM Monday through Friday.

#### **FLEXTIME GUIDELINES**

The criteria outlined in this document are general guidelines; units may choose to implement more restrictive criteria based on business necessity.

Flextime allows for flexible scheduling arrangements that permit variations in lunch, starting times, and departure times. Flextime can be used to improve coverage, enhance recruitment, extend service hours, enhance staff morale, and reduce absenteeism.

Flextime work arrangements may be implemented on a trial basis (typically three months) to give everyone the opportunity to evaluate the effectiveness. Any work arrangement can be modified at any time with the prior consent of the Department Director or designee. Any arrangement can be terminated at any time, with at least two weeks notice or less if required by business necessity. All arrangements should be put in writing to ensure that management and employees have a mutual understanding of the specifics of the schedule.

All employee Flextime work schedules must be communicated to those internal and external customers who may have a need to know.

**Exempt Employees:** Exempt employees not covered by the requirements of the Fair Labor Standards Act (FLSA), have inherent flexibility in scheduling their work as they are exempt from certain overtime and record keeping requirements

For example, exempt employees may flex their hours to work 50 hours in one week and 30 hours the following week for a total of 80 hours in a pay period. Since the state of Idaho payroll system operates on the basis of a 40 hour work week, compensatory time must first be accrued in week one, "or prior work week", then used as compensatory time taken in week two. Accrued vacation could also be used to initiate this schedule. While the law allows this latitude, exempt employees still need to discuss specific work schedule arrangements with their supervisors and obtain their approval. Executive, administrative, and professional employees are generally exempt employees.

**Non-Exempt Employees:** Non-exempt employees are covered by the requirements of FLSA and are subject to overtime pay for time worked in excess of 40 hours in a week.

The regular number of hours worked by full-time, non-exempt employees is 40 hours in a workweek. Work beyond 40 hours in a week is subject to additional compensation under overtime policies. Therefore, non-exempt employees may have a flextime schedule as long as it does not alter the total number of hours worked in a work week.

**Core Hours:** Supervisors may require an employee who works during normal business hours to be present during certain core times such as 9:30 to 11:00 AM and 1:30 to 3:30 PM Monday through Friday. Supervisors may also establish core hours for flexible schedules such as a requirement that hours of work must occur between 6 AM and 6 PM. The following are examples of flextime work schedules:

**Variable Day Schedule:** This is defined as a flextime work schedule with or without core hours on each workday for a total of 40 hours in one week. The employee may or may not vary the arrival and departure time each day.

**Variable Week Schedule:** This is defined as a flextime work schedule which may or may not include core hours on each workday in the biweekly pay period. The employee may vary the number of hours worked each day or the number of hours each week within the limits established. The basic work requirement is 80 hours each pay period (Not to exceed 40 hours per week for employees covered by the Fair Labor Standards Act (FLSA) overtime provisions.)

**Compressed Work Schedule:** This is a flextime option to work more than 8 hours per day in less than 10 days during a pay period. Compressed work schedules have predetermined days and hours of work. Once approved, the schedule remains the same until changed. The most common are:

**3/13 Model** A schedule in which a full-time employee works 13 hours and 20 minutes a day, 40 hours a week, and 80 hours a pay period.

**4/10 Model** A schedule in which a full-time employee works 10 hours a day, 4 days a week and 80 hours a biweekly pay period.

**9/80 Model** A schedule in which a full-time employee works 9 days and 80 hours a pay period. The most common is working 9 hours a day for 8 days, and 8 hours a day for one day for a total of 80 hours.

**Holiday Pay:** Schedules resulting in holiday time off in excess of eight (8) hours must only be approved in such a way as to treat all members of the affected job classification equally. Appointing authorities may suspend Flex schedules during holiday weeks or may grant administrative leave or otherwise adjust work schedules to ensure equity.

Flexible schedules may be revoked at any time, either by the employee with management consent or unilaterally by management, with as much notice as possible, but not less than two weeks, except as required by business necessity or by mutual agreement.

The Department Director, or designee may approve an alternate (flexible) work schedule for a full-time employee in accordance with the following:

1. The flexible schedule shall consist of 40 hours in one designated workweek for FLSA covered employees, or 80 hours in two consecutive workweeks for FLSA exempt employees. (Refer to **Exempt Employees** on page 2.)
2. Overtime for an employee with an alternate work schedule shall be in accordance with Department overtime policies.
3. The flexible schedule for a full-time employee shall provide for meal periods or rest breaks as required or appropriate.

## **FLEXPLACE (TELECOMMUTING) GUIDELINES**

Flexplace, or telecommuting, is a work arrangement in which some or all of the work is performed at home or another off-site location. Employees who exercise this option are referred to as “telecommuters” throughout this document. Communication may be by several means, such as telephone, fax, and pager; equipment may be owned and maintained by the employee or by the Department.

Flexplace schedules may be for a specified number of hours per week. It may be for a pre-set, limited duration, and is not intended to be used as a substitute for ongoing child or elder care. The following explains the features of the program and presents a framework for implementation.

**Authority:** The Department Director, or designee has the sole authority to establish any Flexplace

arrangements. Serious consideration will be given to all reasonable requests. However, arrangements will be authorized only when it is in the best interest of the Department / state to do so.

Any employee or supervisor may recognize the need for Flexplace; and either one may introduce the option. It is up to the supervisor to determine whether Flexplace is appropriate and if so, to arrange it. Final approval and arrangements for Flexplace situations are at the discretion of the Department Director, or designee.

Managers and employees are urged to carefully review both advantages and disadvantages before setting up new Flexplace agreements, to explore the wide variety of arrangements possible, and to address potential problem areas.

What works well for one employee may not work for another. Success depends on both the nature of the work and the nature of the employee.

In addition, units that currently have Flexplace (telecommuting) agreements are encouraged to review the new policy and guidelines before renewing those arrangements to ensure consistency of application and equitable treatment of employees.

In evaluating benefits to the Department, these are some factors to consider:

**Considering the Position:** Flexplace can be an effective tool, but not all positions are suited for it. Even if a position is suitable, not every staff member can work productively off-site, as Flexplace requires certain skills. Managers should also reflect upon their own management style to assess whether the management techniques that are in place are supportive of Flexplace objectives and conducive to successful outcomes. The following questions should be asked regarding the position to see if Flexplace could provide a viable work option.

1. Does the position have clearly defined tasks? If so, what are the tasks that can be accomplished off-site?
2. For those position requirements that cannot be met from an off-site location, can they be reassigned easily and fairly?
3. Can results be measured effectively without frequent and regular onsite supervision?
4. Can the present level of customer service be maintained without undue hardship on customer, where "customers" may be internal or external to the Department?
5. Can technology be applied to help facilitate successful outcomes?
6. How are assignments to be communicated to the telecommuter?
7. Are there sufficient resources available from the Department to support this request to participate in Flexplace?
8. How and when does the employee need to be on site to meet with supervisor, co-workers, and customers?

9. How will this Flexplace arrangement affect cross-training, team approaches, and other such strategies?
10. Will this Flexplace arrangement have a positive affect on the unit's morale?

**Is the employee a good candidate?** Employees working off-site must be self-motivated and flexible; have good organizational and time management skills; and must be trustworthy and dependable. Jobs that entail working alone or working with equipment which can be kept at the alternate worksite are often suitable for telecommuting.

Jobs that require physical presence such as a receptionist, or employees who require extensive training or supervision, or frequent reassurance and positive reinforcement are not suited for telecommuting.

Working off-site during the probationary period is not recommended because of the need to clarify job responsibilities, establish relationships with co-workers and customers, and assess suitability for continued employment.

Employees who have performance problems, or who require close supervision should not be considered for telecommuting.

Some employees are not comfortable with physical isolation from other employees. Others do not work well independently, or cannot create a home workspace that is safe (for them and for Department equipment and files) and free from distractions.

Sometimes employees who work off-site feel that they are "out of the loop" and are overlooked when it comes to various kinds of workplace opportunities, such as training, informational meetings, decision making and promotions. For this reason, and others, working off-site should not normally be done more than two or three days a week.

While these feelings of isolation usually stem from full-time telecommuters, managers can alleviate these concerns somewhat by:

- a) Making it clear from the onset if working off-site may affect a telecommuter's chances for promotion,
- b) Encouraging telecommuters to keep in touch with on-site coworkers and supervisors by telephone, e-mail, and regular visits to the office,
- c) Conducting regular, substantive reviews of the performance and developmental plans of telecommuters
- d) Establishing and following procedures that keep telecommuters informed about what's going on at the office.

**Inequity:** Telecommuting and Flextime should not be unfairly or arbitrarily granted or withheld. Consideration should be given to all reasonable requests. Although flexibility and fairness are essential components of these work options, every request must be evaluated against the need to effectively provide necessary services consistent with the needs of other team members and the entire Department.

**Focus on Results:** The focus in Flexplace arrangements must be on results. The supervisor should communicate in advance what assignments or tasks are appropriate to be performed at the off-site location, and what assessment techniques will be used to measure success in meeting performance standards.

**Equipment:** Generally, employers provide equipment for telecommuters. It is viewed as providing the tools of the workplace, wherever it happens to be.

There are several options:

1. Due to budget constraints, require the employee to pay for their own PC as a condition of telecommuting.
2. Take the PC that is on the employee's desk in the office and move it home — that is where it might be used best.
3. The Department purchases a laptop and allows telecommuters to take it home.

While the Department will not pay for the initial setup of the employee's home office such as remodeling, furniture, lighting, or modifications to space, it should assist in setting up a safe, comfortable workspace if necessary.

Department-owned equipment is covered by Department insurance. Employees with personally owned equipment are advised to consider purchase of insurance covering theft or fire losses. Most homeowner policies do not automatically cover equipment used for business Flexplace purposes.

The Department will not pay for home furniture or computer stands, telephone usage is negotiable.

Employees may have training in the office on how to install and use equipment away from the office.

**Security and Confidentiality Concerns:** Before the telecommuting program begins procedures and controls should be established to protect electronic and paper copies of data to be kept confidential. It may be sufficient to instruct telecommuters to use the same procedures used in the office to protect confidential information. The supervisor may also want to restrict the type of information employees are permitted to take home from the office, use a log for documents removed from the office, and require telecommuters to keep certain documents in locked files when they are at home.

There are many hardware and software solutions for maintaining remote access security. They are not completely secure, but are reasonable and prudent barriers to unauthorized access. If the right people are selected as telecommuters, confidentiality procedures are in place and telecommuters have been trained regarding their responsibility to keep private or confidential information secure, then reasonable safeguards have been taken.

**Workers' Compensation and Injuries to Third Persons:** The State's Workers' Compensation program provides coverage for injuries and illnesses incurred in the course and scope of employment. "Course and scope of employment" is limited to the hours and location described in the signed Flexible Workplace Agreement.

The employee remains liable for injuries to third persons and/or members of employee's family arising from the employee's premises.

Employees wishing to explore Flexplace and other flexible work arrangements should discuss it with their supervisors.

## **DEVELOPING A PROPOSAL FOR A FLEXPLACE (TELECOMMUTING) AGREEMENT**

**This guide is to assist employees to provide the necessary information for requests to be evaluated, and for management and staff to have adequate information to prepare an agreement when a request is approved.**

### **Determine what arrangement would best meet your needs:**

- Where do you propose to work (home, alternate site)?
- What schedule would you like (days and hours at office, and days and hours at Flexplace)?
- Which of your duties do you propose to perform at the Flexplace?
- Which do you propose to perform in the Department or unit?
- If only a minor adjustment can be made to your work arrangements, what adjustment would be most valuable to you? (Examples: telecommute one day a week; work 7:30 a.m. to 4:30 p.m.; come in at 9:00 a.m. and leave at 6:00 p.m.)

Anticipate what problems this arrangement may cause for the organization. Include the effect on your own assignment and how your role affects others, both within the unit and externally. Try to work out potential solutions to the concerns.

- How will you communicate with your supervisor, co-workers, and customers?
- How will materials be kept readily available to those who need access?
- How will you be able to respond to emergencies or other unexpected events in your Department?
- How will you assure the security and maintenance of Department materials and equipment?
- Can you provide a workplace that is as safe as your departmental work site to minimize the likelihood of injury?
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Outline ways in which your proposed arrangement might benefit the Department.

- Will service hours be extended?
- Will you be more productive? In what ways, and how will this be measured?
- Will the Department be able to free up equipment and space?

Come up with a plan that addresses your own concerns and, to the extent that you can those you anticipate from your supervisor, co-workers, and customers.

Request a meeting with your supervisor to explain what arrangements you would like and why. Discuss possibilities with your supervisor; actively listen and be prepared to revise your plan.

Suggest a trial period of X months.

Develop a plan and timetable for monitoring the effectiveness of the arrangement.

## **MODEL FLEXPLACE (TELECOMMUTING) AGREEMENT**

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site on a regular basis. The agreement begins on DATE and continues until changed. (It is suggested that this be required to be renewed every six months.)

This arrangement is strictly voluntary and can be withdrawn unilaterally by management or by the employee with management's consent with X DAYS written notice. Notification time may be shorter if required by business necessity.

1. The alternate work site is SPECIFY LOCATION. Days and hours when the employee will normally work at this alternate work site are SPECIFY DAYS AND HOURS.
2. Days and hours when the employee is normally expected to be in the Department are: SPECIFY DAYS AND HOURS
3. Additional hours involving overtime at any work site must be approved in advance by the supervisor.
4. Duties and assignments authorized to be performed at this alternate work site are SPECIFY DUTIES. The supervisor reserves the right to assign work as necessary at any work site.
5. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of working are agreed upon:  
[SPECIFY: Who, including backup and emergency contacts, when, how often, during what periods, how (telephone, E-mail, fax, pager, face-to-face, etc.)]
6. The employee agrees to remain accessible during designated work hours and understands that management retains the right to modify this agreement on a temporary basis because of business necessity. This means for example, the employee may be required to come to the Department on a particular day.
7. Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon:  
SPECIFY: Who owns and maintains required equipment and supplies; who pays for on-going expenses, such as phone lines; purchase, set-up, maintenance, provision of supplies; insur-



ance arrangement, etc., for each piece of equipment, furniture, etc.

8. The employee agrees to maintain a safe and secure work environment. The employee agrees to allow the Department access to assess safety and security upon reasonable notice. The employee agrees that business visits, meetings with clients or customers, or regularly scheduled meetings with coworkers shall not be held at the employee's home.
9. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the Department harmless for injury to others at the alternate work site.
10. The employee agrees to use Department-owned equipment, records, and materials for purposes of Department business only, and to protect them against unauthorized or accidental access, use, modification, destruction or disclosure. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
11. The employee understands that all equipment, records, and materials provided by the Department shall remain the property of the Department.
12. The employee understands that his/her personal vehicle will not be used for Department business unless specifically authorized by the supervisor.
13. The employee agrees to return Department equipment, records, and materials within \_\_\_\_ days of termination of this agreement. All Department equipment will be returned to the Department by the employee for inspection, repair, replacement, or repossession within \_\_\_\_ days written notice.
14. The employee understands that she/he is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
15. The employee understands that all obligations; responsibilities, terms and conditions of employment with the Department remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.

I certify by my signature below that I have read this Flexplace (Telecommuting) Agreement and fully understand and agree to all of its provisions.

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Employee	Date	Supervisor	Date
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Department Director	Date
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Copy: Employee  
Original: Employee's Personnel file